



# **REQUEST FOR PROPOSALS**

## **FOR**

# **HOMELESS PREVENTION AND INTERVENTION SERVICES FOR TRANSITION-AGE YOUTH**

**COUNTY OF SACRAMENTO  
DEPARTMENT OF HUMAN ASSISTANCE (DHA)  
REQUEST FOR PROPOSALS (RFP)  
HOMELESS PREVENTION AND INTERVENTION SERVICES FOR TRANSITION-AGE YOUTH**

Included in this RFP:

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**I. INSTRUCTIONS**

Review all sections carefully and follow all instructions in this packet. Submit Proposal packet in accordance with instructions in this packet to:

Contracts Manager  
Sacramento County Department of Human Assistance  
1825 Bell Street, Suite 200  
Sacramento, CA 95825

**PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS  
NO LATER THAN 3:00 P.M., FRIDAY, MARCH 4, 2022**

**E-MAIL SUBMISSIONS WILL BE ACCEPTED**

Please e-mail Proposal to **DHA-RFP-Reservations@saccounty.net**. Attachment cannot be any larger than **25MB**. PDF format is preferred. E-mail MUST be received no later than the in-person submission cutoff date and time of 3:00 P.M., March 4, 2022. You will receive an automated confirmation of receipt of e-mail that will serve as your date and time stamp. If you receive an e-mail indicating that your file is too large and your e-mail was rejected, you must submit your Proposal in-person by the cutoff date and time.

<b><u>LATE PROPOSALS WILL NOT BE ACCEPTED</u></b>
<b><u>POSTMARKS WILL NOT BE ACCEPTED</u></b>
<b><u>FAX SUBMISSIONS WILL NOT BE ACCEPTED</u></b>
<b><u>DELIVERY TO ANY OTHER OFFICE WILL NOT BE ACCEPTED</u></b>
<b><u>PROPOSALS THAT ARE NOT SEALED WILL NOT BE ACCEPTED</u></b>

**FUNDING CYCLE:** The contract will begin July 1, 2022, and continue through June 30, 2023, with the possibility of two one-year extensions contingent on funding.

**QUALIFIED PROPOSERS:** Public agencies, private for-profit businesses and private non-profit agencies.

**AMOUNT OF FUNDS:** The funding amount for these services is a minimum of \$485,000 in General Fund, \$134,000 in Housing and Community Development (HCD) and \$242,757 in Homeless Housing, Assistance and Prevention (HHAP) funding, for a minimum total of \$861,757.

**MANDATORY PROPOSERS' CONFERENCE:**

The Department of Human Assistance (DHA) will host a Mandatory Proposers' Conference. It will be held on **February 23, 2022**, from **10:30 A.M. – 12:30 P.M.** via ZOOM.

The purpose of this conference is to discuss the requirements and objectives of the RFP, and to answer questions. No questions will be answered outside of the Proposers' Conference. To register for the Proposers' Conference, please contact **DHA-RFP-Reservations@saccounty.net** by **5:00 P.M., February 22, 2022**. Reservations are required to receive the ZOOM link.

**Submission of Questions**

- Proposers are strongly encouraged to submit any questions or requests for clarification in writing before the Proposers' Conference to [DHA-RFP-Reservations@saccounty.net](mailto:DHA-RFP-Reservations@saccounty.net).
- Questions are to be received by DHA no later than 5:00 P.M., Tuesday, February 22, 2022, or can be presented at the Proposers' Conference.
- Please note that questions will ONLY be answered during the Proposers' Conference unless they require research by staff. No questions can be asked after conclusion of the Proposers' Conference.

**Follow-up to Proposer's Conference**

If any questions, or need for clarification, should arise from the Proposer's Conference that cannot be answered during the Conference, all attendees will receive an e-mail answer or explanation by **5:00 P.M., Friday, February 25, 2022**.

**71J Provision**

This contract may be subject to Section 71-J of the County Charter, which allows the County to contract for services that County employees perform for reasons of economy and efficiency. If the contract does not cause the displacement of County employees, the County meets and confers with any organization that represents employees who perform the type of services to be contracted, and the 71-J bidding process is followed. If any County employee is scheduled to be laid off, demoted, or involuntarily transferred to a new classification, the like position in the 71-J contract and the related dollars for that position must first be eliminated.

**HOMELESS PREVENTION AND INTERVENTION RFP TIMETABLE**

<b>DATE</b>	<b>ACTIVITY</b>	<b>CONTACT</b>	<b>LOCATION</b>
<b>Monday, February 14, 2022</b>	RFP released	<b>Veronica Thorley (916) 875-3525 <a href="mailto:ThorleyV@SacCounty.net">ThorleyV@SacCounty.net</a></b>	DHA online at: ha.saccounty.gov
<b>Tuesday, February 22, 2022 5:00 P.M.</b>	RSVP for Proposers' Conference	DHA-RFP- Reservations@saccounty.net	
<b>Wednesday, February 23, 2022 10:30 A.M. – 12:30 P.M.</b>	Mandatory Proposers' Conference	Veronica Thorley	Via Zoom
<b>Friday, March 4, 2022 3:00 P.M.</b>	Final date and time to submit packet	Veronica Thorley	DHA, 1825 Bell Street, Suite 200, Sacramento, CA 95825 or DHA-RFP- Reservations@saccounty.net
<b>Tuesday, March 22, 2022</b>	Notice of proposed awards posted		DHA online at: ha.saccounty.gov
<b>Tuesday, March 29, 2022 3:00 P.M.</b>	Final date to submit written Protest of Awards	Ethan Dye, DHA Director <a href="mailto:DyeE@SacCounty.net">DyeE@SacCounty.net</a>	DHA 1825 Bell Street, Suite 200 Sacramento, CA 95825
<b>Tuesday, April 5, 2022</b>	Director's decision on protests	Ethan Dye, DHA Director	DHA 1825 Bell Street, Suite 200 Sacramento, CA 95825
<b>* Tuesday, June 7, 2022</b>	Present recommended awards to the Board of Supervisors (Board)	Ethan Dye, DHA Director	Board of Supervisors' Chambers 700 H Street, Sacramento, CA 95814
<b>** July 1, 2022</b>	<b>Contract Begins</b>		

\* Contingent on resolution of protests

\*\* Contingent on Board approval and execution of contract

To reserve your place at the mandatory Proposers' Conference, please e-mail your organization's name and the number of people attending to: [DHA-RFP-Reservations@saccounty.net](mailto:DHA-RFP-Reservations@saccounty.net) by 5:00 P.M. on February 22, 2022.

## **II. OVERVIEW**

### **A. BACKGROUND**

The 2019 Point In Time Count (PIT) reported 415 Transition-Age Youth (TAY) were experiencing homelessness in Sacramento County on any given night, with 59% of the youth identified as unsheltered. The number reported in the PIT does not include those youth who are marginally or unstably housed (doubled-up or “couch surfing”) and it can be assumed that many more Sacramento County youth are impacted by homelessness. Contributing factors leading to homelessness for TAY include family problems, involvement in foster care, economic circumstances, substance abuse issues (youth and/or primary caregiver), pregnancy, and sexual orientation (LGBTQ). Age, developmental issues, education, and life/social skill development of TAY often require a broader array of interventions and support services tailored to this population delivered through education, job training, employment, long-term housing, behavioral health services, and life skills. The Prevention and Intervention Program provides prevention, diversion and intervention services for TAY, aged 18-24, who are homeless or at risk of becoming homeless. Since the initial launch of this program in 2018 through an investment of County General funds, Sacramento County has expanded this program with additional funding received through the HHAP Program and the HCD. Through this RFP, the County is seeking to strengthen youth-specific services to prevent and resolve youth homelessness.

### **B. FUNDING**

The minimum amount of funding available is \$861,757 for a term beginning on July 1, 2022 and ending June 30, 2023, contingent upon Board approval of recommended funding. Additional two one-year renewals are contingent upon funding. The funding source is County General Fund, HHAP funding and HCD funding. The County reserves the right to recommend funding levels that are less than the amount requested by proposer agencies, as well as the right to negotiate various components of the proposed program prior to the execution of a contract. Agencies that submit a proposal that is considered “all or nothing” must communicate that condition in the RFP response.

### **C. TERM**

Contingent on Board approval of recommended funding, the term will commence on July 1, 2022 and will end on June 30, 2023. Two additional one-year renewals are contingent upon available funding. DHA reserves the right to initiate a new RFP at any time during this period if the Department determines it is necessary.

Contractors should not rely on program funding extending beyond this contract period for purposes of organizational planning. Contingent on DHA’s evaluation of program performance toward County objectives, and approval of ongoing funding by the Board, awarded contracts may be renewed for a total of two additional fiscal years. Approval of the request for additional funds and contract term is at the discretion of the Board.

### **D. STATEMENT OF NEED**

The County seeks proposals from qualified agencies proposing a program and services, which furthers the County objectives to reduce homelessness, in a cost effective manner. Agencies must operate consistently with Core Program principles, as detailed in this RFP. The funding provided through this RFP shall not be used to supplant funding and/or existing services currently in place.

The County seeks to fund one proposal for a program that will connect participants to prevention services, diversion services, supportive services, interim/emergency shelter and permanent housing through the delivery of services that will address all states of homelessness. Additionally, this program will provide limited-term youth supports in the form of financial assistance, case management, housing stabilization and supportive services. This RFP specifically seeks to address the needs of TAY who are:

- At risk of losing temporary shelter or permanent housing; or

- Require immediate services and resources before any amount of time is spent unsheltered; or
- Are in need of stable permanent housing to end homelessness.

The proposed programs will include the following elements:

- Strategic provision of services by an experienced provider;
- Demonstration of community leadership and experience in resolving homelessness for youth; and
- Collaboration with local youth-specific providers, homeless services providers, the Continuum of Care (CoC), educational systems, concerned citizens and the County.

#### E. DEFINITIONS

- **Accessible:** Accessible is defined as the "ability to access" the functionality, and possible benefit, of some system or entity and is used to describe the degree to which a product, service, or environment is accessible by as many people as possible. While accessibility is often used to describe facilities or amenities to assist people with disabilities, as in "wheelchair accessible", the term can extend to Braille signage, wheelchair ramps, elevators, walkway contours, website design, and so on. Another dimension of accessibility is the ability to access information and services by minimizing the barriers of distance and cost as well as the usability of the interface.
- **Case Management:** A "collaborative process of assessment, planning, facilitation, care coordination, evaluation and advocacy for options and services" to meet individual needs. Case management should be client centered, with the goal of identifying strengths, client directed goals, and support networks. All services should focus on housing or directly support the goal of housing and should reflect the short-term nature of assistance toward housing placement. Case management should facilitate connection to mainstream and community based services, including public benefits and/or entitlements; treatment resources for ongoing recovery and health needs; and other services that may be continued once the client is in permanent housing.
- **Client Centered:** Approaching the care, goals and interventions of a client based on their identified need for services.
- **Culturally Competent:** Ability to honor, understand, and respect beliefs, lifestyles, attitudes, and behaviors demonstrated by diverse groups of people, and to diligently act on that understanding. It includes knowledge of one's own cultural values, and ability to consistently function with members of other cultural groups. Services should be accessible through language, location and delivery style.
- **Diversion:** A strategy to prevent homelessness for people seeking shelter by helping them identify immediate alternative housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing as quickly as possible.
- **Harm Reduction:** An approach aimed at reducing the risks and harmful effects associated with substance use and addictive behaviors: for the person, the community and society as a whole, without requiring abstinence. A Harm Reduction approach recognizes that consumers can be at different stages of recovery and that effective interventions should be tailored to each consumer's stage. In interim housing, harm reduction is intended to prevent a person's termination from the program based solely on his or her inability to stop using drugs or alcohol or failure to take prescribed medications. Programs incorporating harm reduction should utilize all interventions possible, to enable the participant to reduce or minimize risky behaviors while at the same time assisting them to move into and become stabilized in permanent housing.
- **Prevention:** Flexible, short-term intervention(s) which assists households with innovative solutions to overcome their housing instability and avoid entering the homeless system whenever possible.
- **Intervention:** Resources and/or supports provided to successfully end homelessness.

- **Literally Homeless:** Individual who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - Has a primary nighttime residence that is a public or private place not meant for human habitation;
  - Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
  - Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- **Low Barrier Practices:** An approach to entry and services where a minimum number of rules are placed on people who wish to enter as a guest or engage in ongoing services. The aim is to have as few barriers as possible to allow more people access to services and to continually engage participants using best practices. Program participants are engaged in services through culturally competent, client-centered services, employing such approaches as harm reduction and trauma informed care.
- **Permanent Housing:** Community-based housing without a designated length of stay in which formerly homeless persons live as independently as possible. Typically, the tenant incurs all the rights and responsibilities under State landlord-tenant law. Possible permanent housing may be in private market apartments, affordable or subsidized housing, or living with friends or a family member.
- **Trauma Informed Care:** A strengths-based framework that is grounded in an understanding of and responsiveness to the impact of trauma, while emphasizing physical, psychological, and emotional safety for providers and survivors. This approach creates opportunities for survivors to rebuild a sense of control and empowerment.

#### **F. QUALIFICATIONS, EXPERIENCE, AND KNOWLEDGE**

Proposers must demonstrate that their staff has the knowledge, capacity and experience to deliver an eligible program, and services, as delineated through this RFP. Programs and services must be consistent with Core Program Principles. Proposers must have the resources necessary to fulfill the scope of this contract.

This RFP is open to non-profit agencies that can design and implement the proposed program and deliver services. The Proposer must demonstrate the organizational capacity and experience to successfully provide services within one month of execution of the contract.

#### **G. ELIGIBLE AND REQUIRED SERVICES: HOMELESS PREVENTION AND INTERVENTION SERVICES FOR TRANSITION-AGE YOUTH**

**Eligible Program:** The successful proposal will address the unique needs of the transition-age youth homeless population and offer new interventions or services to assist this population in achieving permanent housing stability. It will be tailored to address the barriers faced by youth, including access to safe and affordable housing, inadequate income and assets, juvenile or criminal record, lack of employment or rental history, and self-identified family units that include children, partners and pets.

Program parameters include:

- Serving youth who are experiencing literal homelessness, are at imminent risk of homelessness, or are unstably housed;
- Developing a program to meet the needs of the most vulnerable of the youth population and incorporating low-barrier practices into entry and services, including a defined outreach process;
- Identifying the specific gap in homeless youth services that the program is addressing and, ideally, complementing and leveraging other programs and services in Sacramento's youth services continuum.

**Required Services:** Program services will promote permanent housing placement, residential stability and increased skill level or income in order to prepare participants to live more independently. The County is interested in funding the following services, but will consider other services that meet County objectives:

- Outreach and engagement services;
- Diversion services (as part of a larger program) that work with individuals and families (including foster care families) where the youth is at risk of becoming homeless and/or place youth into a stable family setting with another member of the youth's family;
- Early intervention and crisis services with the homeless youth and family to work toward reunification, when safe and appropriate;
- Sheltering or transitional housing with supportive services aimed at health, employment, education, and permanent housing placement;
- Re-housing services to support permanent housing placement and stability, including time limited financial assistance and ongoing supportive services;
- The administration of one-time or time-limited financial assistance in order to support prevention and/or diversion activities, when necessary.

#### **H. CORE PROGRAM PRINCIPLES**

Based upon decisions made during the adoption of the County's Homeless Initiatives and best practices in the field of homeless services, the following core principles and elements are required of all programs and system components funded under the RFP. Proposers shall comply with these principles and elements to be considered for funding under this RFP.

##### **Program Entry**

- Prioritized for persons experiencing literal homelessness that are unsheltered and living in a place not meant for human habitation.
- Use a standardized entry and assessment tool: all funded programs will adhere to a County developed entry process.
- Do not discriminate or refuse services on the basis of race, color, religion, gender, gender expression, age, national origin, disability, marital status, sexual orientation or military status.

##### **Accessibility**

- Employ low barrier practices where a minimum of rules are placed on persons who wish to participate in the program and receive services. This includes accepting a client-defined household unit, the inclusion of pets in the service/housing plan, and not excluding participants because of lack of income, active or past history of substance abuse and/or mental health issues, or past involvement with the criminal justice system.

##### **Housing-Focused Supportive Services**

- Employ housing-focused services that directly support the goal of assisting participants to move as quickly as possible into emergency/interim shelter and/or permanent housing that they are suited for and to achieve stability in that housing.
- Directly provide or facilitate access to services and supports that improve health, provide food security, improve mental health, reduce harms related to substance use, personal safety and enhance social inclusion through the building of natural supports, enhanced family connections, strengthened cultural engagement and participation in meaningful activities.
- Improve long-term stability by improving income, connecting clients to employment or benefit programs, including but not limited to: State Disability Insurance (SDI), Social Security Income (SSI), Veterans benefits, Supplemental Nutrition Assistance Program (SNAP), and public cash assistance programs.



**Core Staff Competencies**

Client-Centered: Approach the care, goals and interventions of a client based on their identified need for services. Recognize participants as partners in the development of case plans, re-housing plans and service delivery about their treatment and care.

- Culturally Competent: honor, understand, respect beliefs, lifestyles, attitudes, and behaviors demonstrated by diverse groups of people, and diligently act on that understanding. Services should be accessible through language, location and delivery style.
- Employ evidenced-based practices, such as
  - Motivational interviewing;
  - Trauma informed care which recognizes the impact of trauma, emphasizing physical, psychological and emotional safety for survivors; and
  - Harm reduction aimed at reducing risk and harmful effects associated with substance use and addictive behaviors, without requiring abstinence.
- Provide excellent customer service by treating all homeless, community members, care professionals and colleagues with respect and resolve all identified issues efficiently and effectively.
- Respect client rights, including privacy, religious freedom, and the ability to present complaints and grievances.

**Collaboration**

- Partner with County to improve program services, individual outcomes and to maximize system level resources;
- Partner with mainstream services, community members, property owners (when applicable) and other providers of homeless services to ensure that all persons/families served receive needed support to obtain services and remain housed and stable;
- Maximize community-based services and leverage other funding and/or community resources for the program that is proposed.

**I. COUNTY OBJECTIVES AND PERFORMANCE METRICS**

All proposed programs should provide services related to the County's objectives to fund services that promote permanent housing placement, residential stability and increased skill level or income.

Contractors will be expected to accurately track key performance measures, evaluate practices to continuously improve performance, and submit reports and invoices on time. Contractors will be required to participate in the Homeless Management Information System (HMIS), the County's Sacramento Homeless Information Network Ecosystem (SHINE) and other data collection systems.

The County may specify additional objectives and may modify or add performance metrics and targets prior to contracting and as services are implemented.

County Objectives	Performance Metrics
<ul style="list-style-type: none"> <li>• Decrease youth homelessness</li> <li>• Successfully engage homeless or at-risk youth in services and effectively prioritize and triage the most vulnerable youth</li> <li>• Stabilize housing placement and/or divert from entering the homeless system</li> <li>• Increase access to mainstream benefits and services available in the continuum to improve health, income levels and education to support living more independently</li> </ul>	<p>Specific measures will be developed with Successful Proposers.</p>

As a result of the efforts of this program, TAY who are experiencing homelessness or at risk of homelessness will be engaged, assessed and provided with supports to: prevent homelessness or stabilize housing and/or divert from homelessness or end homelessness. Contractor will be part of the County's efforts to make homelessness brief, rare and one-time. Success toward program objectives and outcomes will be supported by DHA and reliant on the efforts of the Contractor.

**J. DESCRIPTION OF KEY QUALIFICATIONS AND STAFFING LEVELS**

The successful Proposer will maintain an adequate number of qualified, experienced staff to perform the required program service components consistent with Core Program Principles and all other requirements of this RFP. Agencies must ensure that program managers and staff will have the necessary experience and be provided the necessary training to provide quality services through the term of the contract. At minimum, the Proposer must demonstrate the following organization capacity:

- At least three (3) years of experience within the last ten (10) years implementing a similar program and similar services;
- Knowledge of how to serve the unsheltered and at-risk youth population, evidenced by prior or current operation of a successful program serving a similarly population and of a similar nature;
- The resources and expertise to assume and meet all administrative and fiscal requirements. This includes the Proposer's fiscal (including financial management systems), technological, management, administrative and staff capabilities;
- Staffing capacity necessary to operate the program in accordance with the program's timeline, design and outcomes;
- The ability to address the needs of diverse populations whose models of engagement or cultural standards differ from mainstream practices or who speak another language demonstrated by diverse groups of people, and the ability to function effectively in the midst of cultural differences; and
- Commitment and experience of the agency reflects effective, mutually beneficial relationships with other organizations that are reflective of the populations being served, and ongoing staff training on relevant community resources and social service programs.

**K. CLIENT DATA AND PROGRAM REPORTING REQUIREMENTS**

As a condition of funding, the selected contractor **will** be required to establish and implement a system of data collection and reporting. The provider will be responsible to input client-level data, program services/activities, unduplicated numbers of individuals assisted and program outcomes in HMIS and SHINE. Ongoing reports to DHA staff regarding data collection and outcome measures will be a feature of the scope of work. This may include reports on sheltering and housing placements, exits, financial assistance, case management activity, housing information, etc. which will be produced by HMIS or the designated county database.

**L. SCORING MATRIX**

Scoring Area	Points
Organizational Experience and Capacity	20
Program Design and Services	40
Core Program Principles	15
Program Budget/Cost Efficiency	25
<b>Total Points</b>	<b>100</b>

### III. ADMINISTRATIVE RULES AND REQUIREMENTS

#### A. PROPOSAL SUBMISSION

1. The packet **MUST** be submitted in the legal name of the Proposer or an authorized representative. If the packet is submitted by a corporation, the packet must be signed by a corporate officer or a representative authorized by the organization. If such authorization is other than a corporate document, a copy of such authorization must be submitted to DHA with the packet.
2. Proposals can be submitted by e-mail to **DHA-RFP-Reservations@saccounty.net**, by mail, or personal delivery. If submitting in person, an original and five copies of the Proposal must be enclosed in a sealed envelope or box with the name and address of the Proposer clearly visible and plainly marked: **"SEALED BID – RFP 2023-004 PREVENTION AND INTERVENTION SERVICES FOR TRANSITION-AGE YOUTH"**. Electronic submissions may be submitted to: **DHA-RFP-Reservations@saccounty.net**. Proposers who choose electronic submittals will receive an automated e-mail confirmation of successful receipt. If a submission is not able to be transferred electronically due to size, Proposer will receive a rejection e-mail and will need to submit in-person. Attachment for electronic submittal can be no larger than 25MB. PDF is the preferred format for Proposal submissions.
3. All Proposals and attached information must be typed and submitted on **standard white paper, 8 1/2 inches by 11 inches in size, DOUBLE SPACED, one-sided, in print no smaller than 11 point font**, with each page clearly and consecutively numbered, starting with a Table of Contents.
4. If submitting my mail or in person, staple each copy of the Proposal in the upper left corner or secure the Proposal with ordinary spiral binding. If unavailable, secure in a manner that can easily be taken apart. Elaborate artwork and expensive paper and bindings, expensive visual or other presentations are neither necessary nor desired.
5. All Proposals must be submitted in the order specified in Section IV of this RFP.
6. If any information contained in the response is considered confidential or proprietary by the Proposer, it must be clearly labeled as such and presented in a sealed envelope within the Proposer's sealed response packet. In order to assert the confidentiality of any such information if a Public Records Act is received, the Proposer must request, execute and submit a County-prepared written agreement to defend and indemnify the County for any liability or expenses incurred in asserting such confidentiality as part of the Proposal. The agreement is available upon request and must be submitted with the Proposal.
7. Additional material submitted with the Proposal that has not specifically been requested in this RFP **WILL NOT** be forwarded to the Evaluation Committee. Please see page twelve for the Technical Review Checklist used to ensure the technical aspects of this RFP have been met by the Proposer.
8. Proposals can be submitted by e-mail to **DHA-RFP-Reservations@saccounty.net**, by mail, or personal delivery to:

Contracts Manager  
Sacramento County Department of Human Assistance  
1825 Bell Street, Suite 200  
Sacramento, CA 95825

**Proposals not received by 3:00 P.M., Friday, March 4, 2022 will be rejected.**  
**Proposals submitted to any other office will not be accepted. It is the responsibility of the**  
**Proposer to submit the Proposal by the time and date to the address specified above.**  
**Postmarks will not be accepted. Fax submissions will not be accepted.**  
**DHA will reject Proposals not meeting any RFP requirement.**

### TECHNICAL REVIEW CHECKLIST

	Item
1	Attend Mandatory Proposers' Conference on 2/23/2022.
2	Submit Proposal by 3:00 P.M. on 3/4/2022.
3	If Proposal is delivered in-person, it must be submitted in a sealed envelope/package and plainly marked, "Sealed Bid - RFP 2023-004 "Prevention and Intervention Services for Transition-Age Youth".
4	If Proposal is delivered in-person, submit an original and five copies of RFP response.
5	Staple each copy of the Proposal in the upper left hand corner or secure with ordinary spiral binding. If unavailable, secure in a manner that can easily be taken apart.
6	<b>All pages MUST BE clearly and consecutively numbered</b> (regardless of page content).
7	Submitted on standard white paper, 8 1/2" x 11", one-sided in print no smaller than 11 point font.
8	Table of Contents.
9	Submit RFP Checklist (Exhibit A).
10	Submit RFP Cover Letter (Exhibit B).
11	Submit Proposal Narrative.
12	Submit Budget (Exhibit C).
13	Submit three References.
14	Submit Insurance (Exhibit D).
15	Submit proof of Non-Profit Status/Articles of Incorporation.
16	Submit Child Support Ordinance Form (Exhibit E).
17	Submit Nondiscrimination Clause/Statement of Compliance (Exhibit F).
18	Submit Debarment and Suspension Certificate (Exhibit G).
19	Submit Five or More Employees (Exhibit H).
20	Submit Proof of Signature Authority.
21	Submit latest audited financial statement.
22	Submit Cost Allocation Plan.
23	Submit documents in order as stated on lines 8 through 22.
24	Submit DUNS Number.
25	Submit Proposal in the legal name of the Proposer or an authorized representative. If submitting by a corporation, Proposal must be signed in blue ink by a corporate officer or representative of the organization.

**B. RULES GOVERNING RFP COMPETITION**

**1. Proposer's Cost for Developing Proposal**

Costs for developing and submitting Proposals are the responsibility of the Proposer and shall not be chargeable in any way to the County of Sacramento or DHA.

**2. Addenda and Supplement To RFP**

If revisions or additional data to the RFP become necessary, DHA will provide addenda or supplements.

**3. Property of the County**

All Proposals submitted become the property of the County and will not be returned. As part of the review and selection process, the Proposals may be reviewed and evaluated by County staff and representatives from other public agencies, and/or individuals from the private sector.

**4. Confidentiality**

All Proposals shall remain confidential until the evaluation process is completed, proposed awards have been posted, and the Board has awarded the contract(s) for this service.

**5. False or Misleading Statements**

Proposals which contain false or misleading statements or provide references which do not support an attribute or condition contended by the vendor, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Proposal and the attribute, condition, or capability is a requirement of the RFP, the bid shall be rejected.

**6. Proposer Responsibility**

The Proposer is expected to be thoroughly familiar with all specifications and requirements of this RFP. Failure or omission to examine any relevant aspect of this RFP will not relieve you, as a Proposer, from any obligation regarding this RFP. By submitting a response, the Proposer is presumed to concur with all terms, conditions, and specifications of this RFP.

**7. Reference Check**

Submittal of a response authorizes DHA to investigate without limitation the background and current performance of your organization. Input of references regarding your capacity to perform in relation to all aspects of this RFP will be used.

**8. Right of the County**

The County reserves the right to:

- a. Negotiate changes to Proposals.
- b. Request additional written or oral information from Proposers in order to obtain clarification of their responses.
- c. Reject any or all responses. Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, and are neither affected by law nor a substantial variance with RFP conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- d. Make awards of contracts for all the services offered in a Proposal or for any portion thereof.
- e. Recommend and/or award an amount less than stated in the RFP, if an amount is stated, and negotiate a reduction or increase in service levels commensurate with funds available.

- f. Enter into negotiations with the competitor who submitted the next highest-rated Proposal, or issue a new RFP, if the competitor, who is selected through this RFP, fails to accept and meet the terms of the standard County contract.

**9. Rejection of Proposals**

- a. Issuance of this RFP in no way constitutes a commitment by the County to award a contract. The County reserves the right to reject any or all Proposals received in response to this RFP, or to cancel this RFP if it is deemed to be in the best interest of the County to do so.
- b. Failure to furnish all information required in this RFP or to follow the required Proposal format shall disqualify the Proposer, including agencies that would otherwise qualify for the funding. Any exceptions to the scope of work required by this RFP must be justified in the Proposal.

**10. News Releases**

News releases pertaining to this RFP and its award will not be made without prior approval of the County.

**C. SELECTION PROCESS AND AWARD CRITERIA**

Evaluation of Proposals and recommendation for contract(s) award(s) are conducted as follows:

1. The sole purpose of the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs. Any final analysis or weighted point score does not imply that one Proposer is superior to another, but simply that in our judgment that the Proposer that was selected appears to offer the best overall solution for our current and anticipated needs. This RFP will be awarded to the Proposer(s) whose offer provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, life cycle cost, ability to deliver, or for any other reason deemed to be in the best interest of the County.
2. All Proposals shall be reviewed to determine whether they meet the content and format requirement specified in the RFP. Incomplete Proposals will not be forwarded to the evaluation committee; they will be rejected prior to review. Rejected Proposals will not be returned, but Proposers will be notified in writing that the Proposal was rejected in the initial screening process.
3. All Proposals meeting the content and format requirements shall be submitted to an evaluation committee, which will evaluate the Proposals based on specific award criteria. The evaluation committee members will independently rank each Proposal, and the individual scores will be averaged for an overall ranking of the Proposal.
4. The recommended award will be made to the one Proposer who is most responsive to the requirements of the RFP and has demonstrated knowledge and experience that meet the requirements described.
5. In the event that fewer than three Proposals are submitted, the County has the right to make a selection from among the Proposals that are submitted, to reissue the RFP in order to obtain sufficient responsible Proposals, or to cancel the RFP and either negotiate a sole source contract or elect to provide the services by other means.
6. Proposers may be requested to give oral presentations to the evaluation committee before the final recommendations are made. The oral interview will consist of standard questions asked of each of the Proposers, as well as specific questions regarding the Proposal.

7. Attempts by Proposer to contact and/or influence members of the Evaluation Committee will result in disqualification of Proposer.

**D. NOTICE OF AWARD AND OPPORTUNITY TO PROTEST**

1. A list of all proposed awards will be posted at [ha.saccounty.gov](http://ha.saccounty.gov) for five (5) working days, beginning **Tuesday, March 22, 2022**.
2. Any Proposer wishing to protest the proposed award must submit a written letter of protest, either by mail or e-mail, by **3:00 P.M., Tuesday, March 29, 2022**. Submit the letter of protest to:

Director  
Department of Human Assistance  
1825 Bell Street, Suite 200  
Sacramento, CA 95825

Or

DyeE@SacCounty.net

Please note that you can mail your protest letter but postmarks are not accepted; it must be received in the office no later than the above referenced date and time. If you receive an e-mail indicating your file is too large and your e-mail was rejected, you must submit your Proposal in-person by the cutoff date and time.

3. Protests shall be limited to the following grounds:
  - Procedural irregularities (for example, one or more Proposers treated differently than other Proposers by allowing them to submit additional information after the deadline).
  - Conflict of interest (for example, a member of the Selection Committee is a member of the Board of any bidder organization).
  - County is proposing to award the contract to a Proposer other than the Proposer judged to be most qualified by the evaluation committee.
4. The protest letter must contain a complete statement of the basis for the protest.
5. The protest letter must include the name, title, address, e-mail address and telephone number of the person representing the protesting party.
6. County shall investigate all written protests and a response shall be sent by the DHA Director to the Proposer no later than **Tuesday, April 5, 2022**.
7. **Awards are not final until approved by the Sacramento County Board of Supervisors.**

**IV. PROPOSAL CONTENT REQUIREMENTS AND PROPOSER QUALIFICATION REQUIREMENTS**

**Proposers must prepare a Proposal which includes the items specified below in the order specified below.**

**A. TABLE OF CONTENTS**

Provide a table of contents which identifies all major sections of the Proposal by page number. All exhibits/attachments must also be referenced by page number.

**B. RFP CHECKLIST (Exhibit A)**

The RFP Checklist identifies all items that must be submitted in the Proposal. Items must be acknowledged as completed and signed by the Proposer's authorized representative.

**C. RFP COVER LETTER (Exhibit B)**

The RFP cover letter is included in this packet as Exhibit B. It must be fully completed and submitted with the Proposal.

**D. PROPOSAL NARRATIVE (Includes Program Statement, Narrative, Scope of Service, Job Descriptions)**

Sections to the Proposal Narrative as follows:

**Organizational Experience and Capacity (20 Points)**

A responsive Proposal must include a summary of the Proposer's experience and capacity to develop and operate the proposed program consistent with this RFP. To meet minimum qualifications, you must demonstrate at least three years of experience in the last ten years operating a similar program serving a similar population. At a minimum, include the following:

- Purpose/Mission: Give a brief overview of your organization's history and describe how your proposed program fits within your organization's mission and current program configuration.
- Relevant Experience: Describe your organization's experience in the last ten years in developing and implementing programs and services for transition-age youth who are experiencing homelessness or housing instability. Include number of years, population served, funding amounts, partners and numbers served in program. Additionally, provide outcomes or metrics and impacts of the program; specifically how positive outcomes or success is measured. Include description of experience in:
  - Delivering the proposed program and service components as required in described in Section H.;
  - Successfully re-housing persons or families experiencing homelessness with complex barriers to housing stability; and
  - Coordinating with local community services to connect persons or families experiencing homelessness to mainstream supports, services and housing opportunities (e.g. mental health treatment).
- Capacity: Describe your organization's ability to operate all program services consistent with core program practices and meet County objectives. Include:
  - Organizational commitment and capacity, including existing training, to ensure Core Staff Competencies as described in Section I;
  - Job descriptions and minimum qualifications for all staff you are requesting funding for through this RFP. NOTE: All staffing requested for funding through this RFP **must** be identified in the budget;
  - Resumes for individuals who will be directly administering the program. For key staff; describe current or planned training to ensure highest quality service to program participants;
  - Client-to-staff ratio for case management;
  - Description of administrative and fiscal capacity, to include the management of multiple funding sources and related fiscal/data requirements within one program; and



- Description of how your organization currently tracks and measures program outcomes and uses data to improve performance. If Proposer does not currently track and measure outcome data, describe the organization's plan to track.

#### **Program Design and Services (40 Points)**

The Proposal must demonstrate an understanding of RFP requirements, including eligible programs and required services for the proposed program, County objectives, Core Program Principles, and performance metrics. There must be a clear link between the services and the target population's advancement towards housing placement and stability as outlined in this RFP. Proposals will be evaluated for responsiveness to RFP requirements, clarity and specificity; feasibility; and strength of the implementation plan.

The County seeks to fund a Proposal that:

1. Clearly identifies and describes the proposed Homeless Prevention and Intervention Program and services offered to serve TAY, aged 18-24, who are currently homeless or at-risk of homelessness, eligible programs and required services are outlined in Section II, Part G of this RFP. Future funding opportunities and programmatic needs may expand program eligibility criteria to include unaccompanied minors, aged 12-17. In your response, please identify how services will be adapted to serve this population.
2. Clearly identifies an outreach component to reach and identify youth eligible for services within this program.
3. Demonstrates the ability and competencies to serve all subpopulations of TAY, including, but not limited to: pregnant and parenting youth, LGBTQ youth, former foster youth and justice-involved youth.
4. Identifies how program staff will quickly identify and connect individuals to supportive services, emergency shelter, interim housing and permanent housing.
5. Identifies existing partnerships that will be leveraged to serve program participants, or describes how your agency intends to collaborate with: local community organizations, youth service providers, the youth continuum, the Continuum of Care (CoC) and the County.
6. Identifies specific agency experience related to the delivery of homeless services for TAY.
7. Demonstrates experience and competency to serve unsheltered populations.
8. Demonstrates meaningful and ongoing engagement with the broader CoC and the ability to connect participants to Coordinated Entry (CE) for housing permanency. Engagement is defined, but is not limited to, the use of data entry systems such as HMIS and participation in homeless services committees, workgroups or through collaboration with other homeless services or supportive services providers.
9. Clearly identifies a financial assistance component to this program, including the provision of funds from the proposed budget dedicated for prevention, diversion and rehousing activities for participants. The Proposer must demonstrate administrative capacity and describe how rehousing services and limited-term financial assistance will be delivered.
10. Describes strategies to successfully transition or graduate participants from the program once stability or case management goals are achieved.

Your narrative should clearly and concisely:

- Specify how the services in the Proposal response will meet or exceed the requirements in the RFP and address the needs of the target population;

- Highlight how the program furthers County objectives. Estimate how many clients will receive the proposed service and how many are estimated to exit services to permanent housing;
- Explain how this is a new service and is not supplanting existing resources;
- Explain any special resources, procedures or approaches that make the services of Proposer particularly advantageous to the County; and
- Demonstrate the ability to implement this program in a timely manner consistent with the timeframe and start date proposed on this RFP. Include a description of similar services or programs already in operation.

**Core Program Principles (15 Points)**

As specifically as possible, describe your organization's current use and experience with these principles. Describe your specific plans to ensure that the core program principles are integrated in your program design and implementation. Core Program Principles are listed in Section II, Part H of this RFP.

**Budget/Cost Efficiency (25 Points)** (Exhibit C)

Use Exhibit C from this packet to provide information for your proposed budget. Proposers must submit a complete organizational operating budget, as well as a complete budget for the proposed program. Evaluators will evaluate the feasibility, cost effectiveness and accuracy of the budget. Proposer must indicate total amount requested, including whether Proposal is "all or nothing".

**Please note:** DHA will work with the selected provider prior to contracting to finalize the program's budget.

**E. REFERENCES**

Proposers must submit at least three references. All references given must have had services rendered by you at the present time or within the last two years. References must be satisfactory as deemed solely by the County. References must be for services similar in scope, volume and requirements to those given in these specifications, terms and conditions. Information to include:

- Company/Agency name
- Contact person (name and title), must be a person directly involved with the services provided
- Complete street address
- Telephone number
- Type of business
- Type of service provided
- Dates of service

The County may contact some or all of the references provided to determine the Proposers performance record for similar services. The County reserves the right to contact references other than those provided and to use the information gained from them in the evaluation process.

**F. INSURANCE REQUIREMENTS** (Exhibit D)

The successful Proposer(s) shall be required to obtain and maintain insurance according to County requirements described in Exhibit D of this packet. Proposer must sign the Proposer's Statement Regarding Insurance Coverage located on the last page of Exhibit D. If a Proposer currently does not have insurance in the amounts specified in Exhibit D, do not obtain increased coverage before a contract is offered by the County.

After Proposals are evaluated and a contractor(s) is selected, the proposed contractor(s) must provide an original current Certificate of Insurance within five (5) working days of the notification of selection and offer of a contract. The Certificate of Insurance must provide proof of coverage

in compliance with standard County insurance requirements as specified in Exhibit D of this RFP packet. Failure to conform to insurance requirements within this time period shall constitute grounds for termination of contract negotiations.

**G. NONPROFIT STATUS/ARTICLES OF INCORPORATION**

Nonprofit organizations must provide documentation of tax-exempt status from either the Internal Revenue Service or the Franchise Tax Board.

A copy of the organization's Articles of Incorporation and an authorization from the governing board allowing submission of the Proposal must be included. If an organization is in the process of being incorporated by the California Secretary of State's Office, a Proposal may be submitted contingent upon providing proof of the incorporation process, when completed.

Corporations must complete this process prior to the execution of a contract.

**H. CHILD SUPPORT ORDINANCE (Exhibit E)**

Proposers are required to read, complete, sign and date the "County of Sacramento Contractor Certification of Compliance Form for those with Court-Ordered Child, Family and Spousal Support" and complete the "Contractor Identification Form", including the Company Name, Company Address and Completed By sections.

**I. NONDISCRIMINATION CLAUSE/STATEMENT OF COMPLIANCE (Exhibit F)**

Proposers must read the Statement of Compliance and Nondiscrimination Clause and sign the form. The Statement of Compliance form must accompany each Proposal to comply with Government Code Section 12990 and California Administrative Code, Title II, Division 4, and Chapter 5.

**J. DEBARMENT AND SUSPENSION CERTIFICATION (Exhibit G)**

Proposers must read and sign the Debarment and Suspension Certification. This certification must accompany each Proposal to comply with Code of Federal Regulations, 45 CFR, Part 76.100. County shall verify that Proposer is not listed on the System for Award Management site at: [www.sam.gov](http://www.sam.gov). Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17.

**K. FIVE OR MORE EMPLOYEES (Exhibit H)**

Proposers must read and sign the Five or More Employees Statement.

**L. PROOF OF SIGNATURE AUTHORITY**

Proposer must provide documentation that the person who signs this Proposal is authorized to negotiate on behalf of this organization and that the signatures recorded are the true and correct signatures of the designated individuals. Samples of acceptable proof are a Resolution by the Board of Directors or letter of Delegated Authority stating those with signature authority which includes the printed name and signature.

**M. FINANCIAL STATEMENT AND ACCOUNTING SYSTEM**

Submit your latest audited financial statement, completed by an independent certified public accountant, for the most recently completed fiscal year. If the audit is of a parent firm, the parent firm shall be party to the contract. Evidence of solvency and acceptable accounting practices is required. Governmental agencies are exempt from this requirement. Proposers' audited financial statements must be satisfactory, as deemed solely by County, to be considered for contract award.

If an audited financial statement is not available please submit:

- A Federal Income Tax Return for the most recently completed calendar year, or
- An internally prepared annual financial statement for the most recently completed calendar year

**N. COST ALLOCATION PLAN**

Provide a description of your cost allocation plan. This description should be limited to no more than two (2) pages of narrative and include how your organization allocates administrative or overhead costs over multiple contracts; sample forms or charts may be included. Proposer's cost allocation plan must be satisfactory, as deemed solely by County, to be considered for contract award.

**O. READ-ONLY EXHIBITS (Exhibit I)**

- Good Neighbor Policy/Charitable Choice

**P. ADDITIONAL INFORMATION (Exhibit J)**

- County Provided Additional Information
- Any additional information that you provide, that has not been explicitly required in the RFP will be rejected and will not be used in the review, scoring or ranking of your Proposal. It is the Proposer's responsibility to ensure that all pertinent information is contained in the response areas listed above.

**V. EXHIBITS**

**Read, complete, sign and return all required documents, including provided Exhibits A-H (Exhibit I is Read-Only)**

- 1) Table of Contents – provided by Proposer
- 2) RFP Checklist – Exhibit A
- 3) RFP Cover Letter – Exhibit B
- 4) Proposal Narrative – provided by Proposer
- 5) Budget Forms and Instructions – Exhibit C
- 6) References – provided by Proposer
- 7) Insurance Requirements – Exhibit D
- 8) Non-Profit Status/Articles of Incorporation – provided by Proposer
- 9) Child Support Ordinance/Certificate of Compliance/Contractor Identification Form – Exhibit E
- 10) Nondiscrimination Clause/Statement of Compliance – Exhibit F
- 11) Debarment and Suspension Certification – Exhibit G
- 12) Five or More Employees Statement – Exhibit H
- 13) Proof of Signature Authority – provided by Proposer
- 14) Financial Statement of Accounting System – provided by Proposer
- 15) Cost Allocation Plan – provided by Proposer
- 16) Read Only Exhibit – Exhibit I - Good Neighbor Policy/Charitable Choice
- 17) Additional Information – Exhibit J - DHA Provided Information ONLY, no additional information supplied by Proposer in this section will be included in the review, scoring, or ranking of submitted Proposal.

**NOTE:**

- All RFP requirements and exhibits contained in this packet from this page forward **MUST** be included in your submitted Proposal packet. The completed Proposal is due to DHA no later than:

**3:00 P.M.**

**Friday, February 4, 2022**

To:

County of Sacramento Department of Human Assistance  
1825 Bell Street, Suite 200  
Sacramento, CA 95825

Or

DHA-RFP-Reservations@saccounty.net

**Postmarks will not be accepted.**

**EXHIBIT A**  
**RFP CHECKLIST**

The following list identifies all items that must be submitted in the Proposal packet. Space for check marks is provided in the left margin for your convenience. Signatures can be in ink or electronic.

- \_\_\_\_\_ 1. **Table of Contents** (Must include page numbers – provided by Proposer)
- \_\_\_\_\_ 2. **RFP Checklist** Proposer must sign the Checklist (Exhibit A – this page)
- \_\_\_\_\_ 3. **RFP Cover Letter/Intent to Meet RFP Requirements/Proposer's Statements** (Exhibit B in this packet)
- \_\_\_\_\_ 4. **Proposal Narrative** (Provided by Proposer)
- \_\_\_\_\_ 5. **Budget** (Exhibit C in this packet)
- \_\_\_\_\_ 6. **References** (Provided by Proposer – References will be verified)
- \_\_\_\_\_ 7. **Insurance Requirements** Proposer must **sign** the Proposer's Statement Regarding Insurance Coverage (Exhibit D - "Insurance Requirements" in this packet)
- \_\_\_\_\_ 8. **Nonprofit Organization Status/Articles of Incorporation** (Provided by Proposer) – must submit:
  - Evidence of their tax exemption status as defined by the Internal Revenue Service and the Franchise Tax Board, and
  - All corporations must show evidence of incorporation by the California Secretary of State.
- \_\_\_\_\_ 9. **Child Support Ordinance** Proposer must read the Child Support Ordinance, **complete and sign** the Contractor Certification of Compliance form, and **complete and sign** the Contractor Identification Form (Exhibit E in this packet).
- \_\_\_\_\_ 10. **Nondiscrimination Clause/Statement of Compliance** Proposer must read the Nondiscrimination Clause and **complete and sign** the Nondiscrimination Statement of Compliance. (Exhibit F in this packet)
- \_\_\_\_\_ 11. **Debarment and Suspension Certification** Proposer must read, **complete and sign** the Debarment and Suspension Certification (Exhibit G in this packet). County shall verify that Proposer is not listed on the Excluded Parties Listing System (EPLS) at: [www.epls.gov](http://www.epls.gov). Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17.
- \_\_\_\_\_ 12. **Five or More Employees Statement** Proposer must sign (Exhibit H in this packet)
- \_\_\_\_\_ 13. **Proof of Signature Authority** Provide proof that the person who signs this Proposal is authorized to negotiate on behalf of this organization.
- \_\_\_\_\_ 14. **Financial Statement** Provided by Proposer (Government agencies are exempt) All Proposers must submit an audited financial statement for the most recently completed fiscal year by an independent, certified public accountant. You must show evidence of solvency and adequacy of accounting practices. If an audited financial statement is not available please submit:
  - A Federal Income Tax Return for the most recently completed calendar year; or
  - An internally prepared annual financial statement for the most recently completed calendar year
- \_\_\_\_\_ 15. **Cost Allocation Plan**  
Provide a description of your cost allocation plan. This description should be limited to no more than two pages of narrative and include how your organization allocates administrative or overhead costs over multiple contracts; sample forms or charts may be included.
- \_\_\_\_\_ 16. **DUNS Number** Proposer must possess a valid DUNS (Data Universal Number System) Number.  
Please enter DUNS Number here: \_\_\_\_\_

\_\_\_\_\_  
Signature of Proposer's Authorized Representative

\_\_\_\_\_  
Date

**EXHIBIT B**

**RFP COVER LETTER AND PROPOSER'S STATEMENTS**

**INTENT TO MEET RFP REQUIREMENTS**

**TO:** COUNTY OF SACRAMENTO  
DEPARTMENT OF HUMAN ASSISTANCE  
1825 Bell Street, Suite 200  
Sacramento, CA 95825

**ATTENTION:** Contracts Manager

**SUBJECT: HOMELESS PREVENTION AND INTERVENTION SERVICES FOR TRANSITION-AGE YOUTH**

**TYPE OF BUSINESS/AGENCY:** (CHECK ONE)

☐ Public ☐ Corporation ☐ Private Nonprofit ☐ Private for Profit ☐ Individual Owner ☐ Partnership

\_\_\_\_\_  
Name of Proposer (Legal Entity)

\_\_\_\_\_  
Name, Parent Corporation (if applicable)

\_\_\_\_\_  
Address of Proposer (Street, City, Zip Code)

\_\_\_\_\_  
Federal Tax Identification Number of Proposer

\_\_\_\_\_  
Contact Person (Please Print) (NAME, TITLE, PHONE NUMBER)

\_\_\_\_\_  
Fax Number of Proposer

\_\_\_\_\_  
E-Mail Address of Proposer

Name and title of person(s) authorized to sign for agency, phone number, fax number and e-mail address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT B**

**Certification**

I certify that all statements in this Exhibit B, Proposers Statements, are true. This certification constitutes a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, which shall include the right, at the option of the County, to declare any contract made as a result hereof to be void. I agree to provide the County with any other information the County determines is necessary for the accurate determination of the agency's qualification to provide services.

I certify that \_\_\_\_\_ will comply with all requirements specified in the  
(Agency's name)  
RFP which are applicable to the services which we wish to provide. I agree to the right of the County, State, and  
Federal government to audit \_\_\_\_\_ financial and other records.  
(Agency's name)

\_\_\_\_\_  
Print Name of Proposer or Authorized Agent

\_\_\_\_\_  
Signature of Proposer or Authorized Agent

\_\_\_\_\_  
Date

Proposal responses must include evidence that the person or persons signing the Proposal is/are authorized to execute the Proposal on behalf of the Proposer.

**EXHIBIT C**

**BUDGET FORMS AND INSTRUCTIONS**

Name of organization: \_\_\_\_\_

**The budget must be prepared on a cash accounting basis.** Complete the forms for a full year.

**PERSONNEL EXPENSE FORM**

To complete the Personnel Costs form, in:

- **Column 1** (Positions) insert any positions not already identified on the form.
- **Column A** (Annual Salary), insert the Annual Salary cost for each position at full time.
- **Columns B through D** (Benefits) insert the annual employer paid benefits.
- **Column E** (Total Salary & Benefits) add **Columns A** through **D**, place the total in **Column E**.
- **Column F** (FTE) insert the percentage of time of each position to be worked on this contract.
- **Column G** (Total Cost Requested) Multiply Salary & Benefits (**Column E**), times FTE for this contract (**Column F**), to equal **Column G**.
- Add all the cost of each position and place that total at bottom of the page.

**ADMINISTRATION AND OVERHEAD EXPENSE FORM**

To complete the Expense form:

- List expense items in the **Column A**. Include the total for Administrative staff on the first line.
- List the cost for each item in **Column B**.
- Add all of the amounts in **Column B**. This will reflect your total program costs.



**EXHIBIT C****PERSONNEL COSTS**

<b>SALARY AND BENEFITS EXPENSES</b>							
<b>POSITION<sup>1</sup></b>	<b>(A) ANNUAL SALARY</b>	<b>(B) EMPLOYER'S FICA CONTRIBUTION</b>	<b>(C) EMPLOYER'S RETIREMENT CONTRIBUTION</b>	<b>(D) EMPLOYER'S INSURANCE CONTRIBUTION</b>	<b>(E) SALARY &amp; BENEFITS</b>	<b>(F) FTE THIS CONTRACT</b>	<b>(G) TOTAL COST REQUESTED</b>
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
<b>TOTAL COST PER POSITION</b>							<b>(Box 1)</b> \$

**PLACE THE TOTAL FROM BOX 1 ABOVE IN THE FIRST BOX ON THE NEXT PAGE**

**EXHIBIT C****ADMINISTRATIVE AND OVERHEAD EXPENSES**

(A) ADMINISTRATIVE AND OVERHEAD EXPENSE DESCRIPTION List items	(B) TOTAL PROGRAM COST	COMMENTS
Personnel Costs (Box 1 from previous page)	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
<b>TOTAL PROGRAM COSTS</b>	<b>\$</b>	

**EXHIBIT D**

**INSURANCE REQUIREMENTS**

A sample of the insurance exhibit included in the standard Sacramento County agreement follows this page.

The types of insurance and minimum limits required for any agreement resulting from this Letter of Intent (LOI) are specified in this sample insurance exhibit. A contract negotiated following this LOI will include the attached insurance exhibit.

If your current insurance coverage does not conform to the requirements of the attached insurance exhibit, **do not obtain additional insurance unless and until a contract is offered.**

You must complete and sign the Statement Regarding Insurance Coverage, on the last page of this Exhibit. If the Statement Regarding Insurance Coverage is not included in your packet, your packet will not be considered by the Department.

If your agency is chosen for contract award, and your current insurance does not meet the requirements specified in the attached insurance exhibit, you must provide proof of the required insurance coverage within five working days of the date a formal contract offer is made by the County.

Contact April E. Nelson, Contract Manager, (916) 875-3556 or nelsonap@saccounty.net, for any further information you may require regarding insurance coverage.

**EXHIBIT D****INSURANCE REQUIREMENTS FOR CONTRACTORS**

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of COUNTY Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

**I. VERIFICATION OF COVERAGE**

CONTRACTOR shall furnish COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to certificates provided.** The COUNTY Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by COUNTY before performance commences. COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

**II. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

- A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the County Risk Manager.
- B. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
  - 1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
  - 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.
- E. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverage that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

- F. CYBER LIABILITY INCLUDING ERRORS AND OMISSIONS, IDENTIFY THEFT, INFORMATION SECURITY and PRIVACY INJURY LIABILITY. Coverage shall include but is not limited to:
1. Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach.
  2. Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.
  3. Administrative expenses for forensic expenses and legal services.
  4. Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.
  5. Identify event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

### III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

- A. General Liability shall be on an occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000
Sexual Molestation & Abuse:	\$250,000/\$1,000,000
(Per person or occurrence/annual aggregate)	

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

- B. Automobile Liability:
1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
  2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
- C. Workers' Compensation: Statutory
- D. Employer's Liability: \$1,000,000 per accident for bodily injury or disease
- E. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate, Including Sexual Molestation or Abuse (unless coverage provided by Commercial General Liability Policy.) Sexual Molestation or Abuse may be included under Professional Liability with a sublimit not less than \$250,000 per person or occurrence and \$1,000,000 annual aggregate.
- F. Cyber Liability including Identity Theft, Information Security and Privacy Injury Liability; \$1,000,000 per claim or incident and \$1,000,000 aggregate.

### IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by COUNTY.

**V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE**

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

**VI. OTHER INSURANCE PROVISIONS**

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

**ALL POLICIES:****A. Acceptability Of Insurers:**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-:VII**. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interest of the COUNTY and the general public are adequately protected.

**B. Maintenance Of Insurance Coverage:**

The CONTRACTOR shall maintain all insurance coverages and limits in place at all times and provide the COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

CONTRACTOR is required by this Agreement to immediately notify COUNTY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

**VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY:****A. Additional Insured Status:**

The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.

**B. Civil Code Provision:**

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

**C. Primary Insurance:**

For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees, and volunteers.

Any insurance or self-insurance maintained by the COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

D. Severability Of Interest:

The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Subcontractors:

CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR's subcontractor.

**VIII. PROFESSIONAL LIABILITY:**

Professional Liability Provision:

Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

**IX. WORKERS' COMPENSATION:**

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers.

**X. NOTIFICATION OF CLAIM:**

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be deemed prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT D**

**STATEMENT REGARDING INSURANCE COVERAGE**

The successful agency shall be required to obtain and maintain insurance according to County requirements, described in this Exhibit. If agency currently does not have insurance in the amounts specified this Exhibit, agency should not obtain increased coverage before a contract is offered by the County.

AGENCY HEREBY CERTIFIES that Agency has reviewed and understands the insurance coverage requirements specified in Exhibit D of this packet. Should Agency be awarded a contract, Agency further certifies that Agency can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the County of Sacramento as Additional Insured.

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Agency Name (Legal Entity)

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Signature of Authorized Representative

---

Printed Name & Title of Authorized Representative

---

Date of Signing



**EXHIBIT E**

**CHILD SUPPORT ORDINANCE**

**Contract Language:**

**CHILD SUPPORT COMPLIANCE CERTIFICATION:**

- A. CONTRACTOR'S failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR'S failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.
- C. If CONTRACTOR has a Principal Owner, Contractor shall provide Principal Owner information to the COUNTY upon request. Principal Owner is defined for purposes of this Agreement as a person who owns an interest of 25% or more in the CONTRACTOR. Information required may include the Principal Owner's name, address, and social security number. Failure to provide requested information about a Principal Owner within 60 days of request shall be deemed a material breach of this contract and may be grounds for termination.

**COUNTY OF SACRAMENTO  
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM  
FOR THOSE WITH COURT-ORDERED  
CHILD, FAMILY AND SPOUSAL SUPPORT**

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business, or proposes to do business, demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business or desire to do business with:

1) CONTRACTOR hereby certifies that either: (choose one of four)

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| (a) the CONTRACTOR is a government or non-profit entity (exempt),  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt),   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (c) each Principal Owner (25% or more), does not have any existing child support orders,   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court. |                              |                             |
|  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

2) CONTRACTOR shall certify that each of the following statements is true:

- a. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- b. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

Note: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal owners can contact the Sacramento Department of Child Support Services at (916) 875-7400 or (866) 901-3212, by writing to P. O. Box 269112, Sacramento, 95826-9112, or by e-mailing [dcss-bidder-compliance@saccounty.net](mailto:dcss-bidder-compliance@saccounty.net).

\_\_\_\_\_  
**CONTRACTOR**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**Signed Name**

\_\_\_\_\_  
**Printed Name**

**CONTRACTOR IDENTIFICATION FORM**☐ **Contractor is exempt.****If not exempt, CONTRACTOR TO COMPLETE:**

Company Name			
Company Address			
Taxpayer ID		Company Telephone Number	
1. Do you or anyone else own 25% or more of this Contractor/ Company?    Yes <input type="checkbox"/> No <input type="checkbox"/> (Sole Proprietors answer yes)			
2. If so, is dependent health insurance available to/or through Contractor/Company?    Yes <input type="checkbox"/> No <input type="checkbox"/>			
<b>If YES to question #1, please complete the following as to each of these individuals:</b>			
Principal Owner Name			
Social Security #		Residence Telephone #	
Residence Address			
Principal Owner Name			
Social Security #		Residence Telephone #	
Residence Address			
Principal Owner Name			
Social Security #		Residence Telephone #	
Residence Address			
Principal Owner Name			
Social Security #		Residence Telephone #	
Residence Address			

**Completed by:** \_\_\_\_\_ **Date:** \_\_\_\_\_**DEPARTMENT TO COMPLETE: (Note: This form does not need to be sent to DCSS if exempt but the County Contract Officer may want to keep for their records)**

Contract/PO #	Amount Paid/Payable \$	Term
---------------	---------------------------	------

Department Submitting Information: \_\_\_\_\_

Department Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Department to submit form to the Department of Child Support Services, Mail Code 38-001, attention Contractor Match or to FAX # 875-9696

**EXHIBIT F****NONDISCRIMINATION CLAUSE**

- A. CONTRACTOR shall not discriminate against any employee or others for employment because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability. CONTRACTOR shall take affirmative action to provide that and that employees are treated during employment without regard to their race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by CONTRACTOR setting forth the provisions of this Equal Opportunity Clause.
- B. CONTRACTOR agrees and assures COUNTY that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended, California Government Code Section 12940 (c), (h) (1), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15 and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of distinctions based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability be excluded from participation in or be denied the benefits of , or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement. For the purposes of this Agreement, discrimination based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his/her receipt of any services; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of service on the basis of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability of the participants to be served. For the purposes of this Agreement, facility access for the disabled must comply with the Rehabilitation Act of 1973, Section 504. COUNTY and CONTRACTOR will take affirmative action to insure that intended beneficiaries are provided services without regard to race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability.

This assurance is given in consideration and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the CDSS Manual of Policies and Procedures (MPP) Chapter 21 will be prohibited.

By making this assurance, the CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, COUNTY shall have the right to invoke all remedies available at law or equity, and specifically including fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

- C. CONTRACTOR shall provide an atmosphere free of sexual harassment for its employees, clients, volunteers, and employees.
- D. CONTRACTOR shall in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability.
- E. CONTRACTOR shall send, to each labor union or representative of workers with which it has a collective bargaining agreement, a notice to be provided by CONTRACTOR, advising the labor union or worker's representative of CONTRACTOR'S commitment under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- F. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**EXHIBIT F**  
**NONDISCRIMINATION STATEMENT OF COMPLIANCE**

\_\_\_\_\_, hereinafter referred to as  
(Agency name)

“prospective contractor” hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5 in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective contractor agrees not to unlawfully discriminate against any employee or applications for employment because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age, medical condition, or physical or mental disability.

I \_\_\_\_\_ hereby swear that I am duly authorized to legally bind the prospective  
(Name of official)

contractor to the above-described certification. I am fully aware that this certification executed on \_\_\_\_\_ in the  
(Date)

County of \_\_\_\_\_ is made under the penalty of perjury under the laws of the state of  
California. (County)

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT G**

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

CONTRACTOR agrees to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify, to the best of my (our) knowledge and belief, that CONTRACTOR named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification.
4. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
5. Shall notify COUNTY within ten days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.
6. Shall obtain a certification from all its subcontractors funded through this Agreement that subcontractor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor has become debarred or suspended or is otherwise ineligible or voluntarily excluded from covered transactions by any federal department or agency.

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Print Name of Proposer (Legal Entity)

---

Signature of Proposer's Authorized Representative

---

Name & Title of Authorized Representative

---

Date of Signing

**EXHIBIT H****FIVE OR MORE  
EMPLOYEES STATEMENT**

Under Federal and State employment tax law, the County must resolve the basic question of whether to treat the service provider as an employee or as an independent contractor. This form was designed to simplify the process of resolving tax status determination as required under the Internal Revenue Service (IRS) rules. Please complete the following employee statement.

Contractor Name: \_\_\_\_\_

Contract Number(s): \_\_\_\_\_

I certify that I have:

☐

0 - 4 employees

☐

5 or more employees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
Phone Number



**EXHIBIT I**

**GOOD NEIGHBOR POLICY**

**THE CONTRACTOR SHALL:**

- A. CONTRACTOR shall comply with COUNTY'S Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
  - 1. Provision of parking adequate for the needs of its employees and service population;
  - 2. Provision of adequate waiting and visiting areas;
  - 3. Provision of adequate restroom facilities located inside the facility;
  - 4. Implementation of litter control services;
  - 5. Removal of graffiti within seventy-two hours;
  - 6. Provision for control of loitering and management of crowds;
  - 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
  - 8. Participation in area crime prevention and nuisance abatement efforts; and
  - 9. Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY'S individualized assessment of CONTRACTOR'S facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR'S compliance with the required good neighbor practices specified in this section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR'S site is located.
- E. If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within the specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.
- F. CONTRACTOR'S continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

**EXHIBIT I**

**CHARITABLE CHOICE**

CONTRACTOR certifies that if it identifies as a faith-based religious organization, and receives direct funding from one of the following funding sources:

- Substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant (SAPT);
  - The Projects for Assistance in Transition from Homelessness (PATH) formula grant program;
  - Substance Abuse and Mental Health Services Administration (SAMSHA) discretionary grants; or
  - General Temporary Assistance for Needy Families (TANF), that
1. CONTRACTOR shall adhere to the requirements contained in Title 42, Code of Federal Regulations (CFR) Part 54; or Title 45, Code of Federal Regulations (CFR) Part 260, whichever applies to this Agreement.
  2. CONTRACTOR's services shall be provided in a manner consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment of the United States Constitution.
  3. If CONTRACTOR offers inherently religious activities, they shall be provided separately, in time or location, from the programs or services for which the organization receives funds from Federal, State or local government sources. Participation in religious activities must be voluntary for program beneficiaries (42 CFR Part 54.4) and (45 CFR Part 260(b)(2)).
  4. CONTRACTOR shall not expend any Federal, State or local government funds to support any inherently religious activities such as worship, religious instruction, or proselytization (42 CFR Part 54.5) and (45 CFR Part 260(c)).
  5. CONTRACTOR shall not, in providing program services or engaging in outreach activities under applicable programs, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice (42CFR Part 54.7) and (45 CFR Part 260(f)).
  6. CONTRACTOR shall inform program beneficiaries that they may refuse to participate in any religious activities offered by CONTRACTOR.
  7. CONTRACTOR shall inform program beneficiaries that, if they object to the religious character of the program, they have the right to a referral to an alternate service provider to which they have no objections (42 CFR Part 54.8) and (45 CFR Part 260(g) (1)).
  8. CONTRACTOR shall, within a reasonable time of learning of a beneficiary's objection to the religious character of the program, refer the program beneficiary to an alternate service provider (42 CFR Part 54.8) and (45 CFR Part 260(g) (3)).

If 42 U.S.C. 2000e-1 regarding employment practices is applicable to this Agreement, it shall supersede 42 CFR Part 54.7 to the extent that 42 CFR Part 54.7 conflicts with 42 U.S.C. 2000e-1.

**EXHIBIT J****ADDITIONAL INFORMATION**

CONTRACTOR shall read and comply with all the provisions of this section.

**A. 71-J PROVISION:**

This contract may be subject to Section 71-J of the County Charter, which allows the County to contract for services that county employees perform for reasons of economy and efficiency if the contract does not cause the displacement of county employees, the county meets and confers with any organization that represents employees who perform the type of services to be contracted, and the 71-J bidding process is followed. If any county employee is scheduled to be laid off, demoted, or involuntarily transferred to a new qualification, the like position in the 71-J contract and the related dollars for that position must first be eliminated.

**B. CONFIDENTIALITY**

1. Personally Identifiable Information (PII) is information directly obtained in the course of performing an administrative function on behalf of a welfare program, such as determining eligibility, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, address, social security number, date of birth, driver's license number or identification number. PII may be electronic or on paper.
2. As required by State and Federal laws and regulations, including California Welfare and Institutions Code Section 10850 and Division 19-000 of the State Department of Social Services Manual of Policies and Procedures, Confidentiality, Fraud, Civil Rights and State Hearings, CONTRACTOR is required to safeguard PII and not publish or disclose, use or permit, or cause to be published, disclosed, or used, any PII pertaining to an proposer or recipient for any purpose not directly connected with the administration of public social services. Access to this PII is restricted to only those staff that needs PII to perform their official duties as specified in this contract.
3. CONTRACTOR must use all reasonable measures to prevent non-authorized personnel and visitors from accessing, controlling, or viewing this PII.
4. CONTRACTOR staff is not to access their own public assistance records, nor the records of friends, family, acquaintances, co-workers, or tenants for any reason.
5. CONTRACTOR agrees to inform all of its employees, agents, subcontractors and partners of the above provisions and that knowing and intentional violation of the provisions of said state law is a misdemeanor.

**C. SECURITY**

1. CONTRACTOR staff for whom CalWIN accounts or other DHA accounts are requested must be 18 years or older and must first comply with the following: pass a California State Department of Justice security clearance, complete the DHA security training, sign the DHA Staff Statement of Confidentiality (DHA form SC63), and sign the DHA security agreement (DHA form SC1170).
2. CONTRACTOR shall ensure that data containing PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Such data must not be removed from the premises except for routine business purposes. Such data shall not be left unattended at any time in vehicles or airplanes and in checked baggage on commercial airplanes.

3. CONTRACTOR shall dispose of paper documents containing PII through confidential means, such as cross cut shredding and pulverizing.
4. CONTRACTOR shall ensure that only the minimum amount of PII is downloaded onto systems, electronic equipment, and media, such as computers, laptops, notebooks, hard drives, flash drives, CDs/DVDs, when absolutely necessary for current business purposes.
5. CONTRACTOR shall ensure that all PII is wiped from systems, electronic equipment, and media when the data is no longer legally required.
6. CONTRACTOR shall ensure that all e-mails that include PII that are sent outside of its e-mail environment are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution
7. CONTRACTOR shall ensure that all computers, laptops, notebooks, and other systems that process and/or store PII have commercial third-party anti-virus software installed and that such software is updated when new anti-virus definitions or software releases are available.
8. CONTRACTOR shall ensure that all electronic equipment and media, such as computers, laptops, notebooks, hard drives, flash drives, CDs/DVDs, that contain PII are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution.

**D. IN THE EVENT OF PII INCIDENTS**

1. Incidents include actual or suspected intrusion, loss or unauthorized use or disclosure of PII.
2. In the event of an incident, CONTRACTOR shall immediately, no later than within 24 hours, notify the COUNTY by telephone call or e-mail. Telephone 916 875-3610 or e-mail [DHA-ISO@saccounty.net](mailto:DHA-ISO@saccounty.net). CONTRACTOR shall provide a description of the incident, including date, time, and location; numbers of documents, files, and records; names of all participants affected; description of the PII and its source; type of system, equipment, or media affected; description of how the data was physically stored, contained, or packaged; names of persons involved; probable causes; corrective actions taken or planned; if the incident was reported to law enforcement, the law enforcement report number; and any other details about the incident as requested by COUNTY.
3. In the event of an incident, if requested by COUNTY, CONTRACTOR shall immediately, for the purpose of reviewing compromised PII:
  - Allow COUNTY to access and review the content of CONTRACTOR's systems, equipment, and media affected by the incident.
  - Provide to the COUNTY copies of electronic documents and records containing PII that resided on CONTRACTOR's systems, equipment, or media at the time of the incident.
4. If a breach of security has occurred in the CONTRACTOR's use of PII provided by the COUNTY, the CONTRACTOR is responsible for any and all breach notifications and associated costs to the extent the breach of security was caused in whole or part by the negligence, recklessness or intentional error or omission of Contractor. The means and contents of any breach notifications must first be approved by the COUNTY.

**E. REPORTING REQUIREMENTS**

The contractor will be required to complete monthly reporting documents to capture required DHA and CDSS information. Information required by State and Federal governments changes rapidly, thus requiring changes in reporting during the contract period. The contractor must have in place a comprehensive management information system and system unit to comply with the changing fiscal and performance reports required. The successful proposer will be required to provide timely information on shelter turn away numbers using the procedure and format that will be provided by DHA. The successful proposer will be required to enter full required information into the Homeless Management Information System (HMIS) in the prescribed timeframe as dictated by DHA.

**F. INFORMATION SYSTEM COMMUNICATION NEEDED BY CONTRACTOR**

Both DHA and Proposer will be exchanging information. Proposals must include computer access to allow for sharing of case information while protecting participant confidentiality.

**G. EQUIPMENT OWNERSHIP**

County shall have and retain ownership and title to all equipment purchased by Proposer under this Agreement. Proposer shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. County shall inventory tag all equipment and shall conduct or require Proposer to conduct an annual physical inventory of the equipment. Proposer shall make all equipment available to County during normal business hours for tagging and inventory. Proposer shall deliver the equipment to County upon termination of this Agreement, unless County instructs otherwise or this Agreement is renewed or extended.

**H. CHILDREN'S EDUCATIONS RIGHTS**

CONTRACTOR shall ensure parents are informed of their children's educational rights. Upon admission to the program, parents shall be provided a brochure approved by Project Teach providing school district liaison contact information. Provision of this brochure will be documented in the case record. CONTRACTOR shall post in public view Project Teach approved posters detailing the educational rights of homeless children. CONTRACTOR shall participate at least quarterly in the Sacramento County Taskforce For the Education of Homeless Children to ensure collaboration with educational providers and assure consideration of the educational needs of children served in the program.